

DECLARATION OF RICHARD S. MANDEL

EXHIBIT 2

1 UNITED STATES DISTRICT COURT
2 SOUTHERN DISTRICT OF NEW YORK

3 - x

4 BLOCKCHAIN MINING SUPPLY AND
5 SERVICES LTD.,

6 Plaintiff,

7 Case No. 18-CV-11099-ALC-BCM

8 -against-

9 SUPER CRYPTO MINING, INC. (N/K/A DIGITAL
10 FARMS, INC.) And DPW HOLDINGS, INC.
(N/K/A BITNILE HOLDINGS, INC.),

11 Defendants.

12 - x

13 January 10, 2023

14 11:04 a.m. (EST)

15 DEPOSITION of WILLIAM TENCER, the
16 Plaintiff in the above-entitled action,
17 held via Zoom video conference, taken
18 before Garry J. Torres, a Stenographer and
19 Notary Public of the State of New York,
20 pursuant to the Federal Rules of Civil
21 Procedure, Notice and stipulations between
22 Counsel.

23 * * *

1 APPEARANCES:

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1 A. Yeah, of course.

2 Q. Do you know who Leo is?

3 A. I think Leo is the Bitmain
4 representative.

5 Q. Do you know why Mr. Kalfa is
6 telling you that he feels super
7 uncomfortable as of April 4th, 2018?

8 A. He's telling me of that because
9 we hadn't collected all our money yet, and
10 he's uncomfortable that -- whether or not
11 we will be able to collect our money.

12 Q. And I guess I'll ask you again:
13 Was it your understanding then, as of
14 April 4th, 2018, that by April 15, 2018,
15 this agreement could be deemed null and
16 void?

17 MR. MANDEL: Object to the form.

18 A. On April 4th, if I could -- if I
19 knew that, on the April 15th, the
20 agreement would be null and void?

21 Q. Did you know that it could be
22 null and void if you didn't receive the
23 full payment?

24 MR. MANDEL: Object to the form.

25 MR. VOLYNSKY: It's fine.

1 in section 3 of the agreement had been
2 extended to a date after July 3rd, 2018?

3 A. Well, we were definitely coming
4 to the end of the line where the empty
5 promises, you know, had to come to an end.
6 So whatever that letter states is what it
7 was.

8 Q. Okay. And I don't want to know
9 any privileged communications. And by
10 that, I mean I don't want to know about
11 any substantive communications you had
12 with counsel, but why didn't you commence
13 the lawsuit at this time?

14 MR. MANDEL: Let me just caution
15 you, you know, to the extent you're
16 able to answer that from a business
17 perspective --

18 MR. VOLYNSKY: Yes.

19 MR. MANDEL: Just don't get into
20 any privileged communication you may
21 have had with your attorneys.

22 THE WITNESS: Right. Right.

23 A. A lawsuit is the last thing that
24 any businessman wants. So I think that's
25 your answer, that just -- as you can see,

1 be paid. I don't know exactly what that
2 date was, but there was a cutoff date
3 where we said this isn't going anywhere.
4 And once we decided that we're going to
5 have to sell the machines to recover
6 whatever we can, that's when we looked for
7 a buyer.

8 Q. Did you have any objective
9 criteria for determining when the date
10 that they -- you 100 percent were not
11 getting paid would be determined?

12 A. I think, from an objective point
13 of view, it would be the day that the
14 notice was sent to them.

15 Q. What notice are you referring
16 to?

17 A. The notice that we plan to sell
18 the machines.

19 Q. Do you recall when you provided
20 that notice?

21 A. You'd have to follow the chain
22 of emails, but based on this email, it
23 looked like July 5th would have been a day
24 to send official notice or somewhere
25 around there. I think that payments had